



# Jetty Dive Centre – Coffs Harbour, NSW.

## SCUBA DIVING CHARTER FORM



<b>Name:</b>		<b>Trip Dates(s):</b>
<b>Address:</b>		
<b>Tel:</b>	<b>Mobile:</b>	<b>Email:</b>
<b>Diver Qualification:</b>	<b>Card No.</b>	<b>Date Issued:</b>
<b>Total Dives:</b>	<b>No. in Last 6 Months:</b>	<b>Card Sighted (<i>staff</i>):</b>

Please tick here if you do NOT want to be added to our electronic newsletter list.

### CONDITIONS

These are the conditions and statements upon which the supplier, Jetty Dive Centre (hereafter called 'JDC') will provide services to you.

Please read carefully in full and fill in blanks, and then initial in column and sign where indicated.

**Initial**      **BOOKING CONDITIONS**

**Here▼** JDC reserves the right to shorten any trip or change itineraries for reasons including but not limited to unforeseen weather conditions or other emergencies. In that case JDC may make a pro rata refund to you based on the number of dives lost. No liability for consequential loss or expense is accepted by JDC, its officers, staff, agents or sub-contractors.

**Initial**      **RENTAL AGREEMENT**

**Here▼** I agree to reimburse in full, JDC for any diving or recreational equipment lost, damaged or stolen whilst in my care. Acceptance of equipment, issued by JDC does not constitute a contract of fit for purpose. I undertake full responsibility for said equipment, correct use and operation, and return of said equipment, clean and in good order and condition. I affirm that I am familiar with the use of the equipment supplied including but not limited to BCD, Regulators, and Dive Computer.

### VOLUNTARY LIABILITY RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT – BOAT TRAVEL & SCUBA DIVE

I, \_\_\_\_\_, hereby affirm that I am a certified diver or a student diver under the control and supervision of a certified Scuba Instructor and that I thoroughly understand the inherent risks of scuba diving including those inherent risks occurring during boat and vehicle travel to and from the dive site(s) which may result in serious injury or death. I understand that these risks include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in making such dive(s), whether conducted as a recreational dive or part of a diving class. I certify that I am fully aware of and intend to assume personal responsibility for all risks involved on this dive trip.

I also understand that scuba diving is physically strenuous activity and that I will be exerting myself during this diving program, and that if I am injured as a result of a heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. I understand that past or present medical conditions may be contradictory to my participation in the program. I affirm that I am currently medically fit to dive.

I affirm I will dive within my own personal physical limits and those of my certification, as set down by my applicable training agency. I will not commence a dive until I have been made fully aware of the hazards, layout (topography) and recommended dive profile for each dive site as applicable. Therefore by commencing the dive, I affirm that I fully understand the hazards, layout and recommended dive profile.

I understand and agree that neither the Instructors, Divemasters, Vessel Coxswain, Boat & Dive Crew Member(s) or the owners of the vessel(s), including but not limited to Wild Fin or Red Wing, nor Jetty Dive Centre and PADI Inc, nor their respective affiliate and subsidiary corporations, nor the owners, officers, employees, agents, sub-contractors, or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence connected with this trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs or assigns regardless of whether such injury or damage may occur as a result of my participation in this trip or as a result of any negligent act or omission of any party including the Released Parties.

Warning Under The Fair Trading Act, Fair Trading (Recreational services) Regulations 2004, Trade Practices Act 1974 and/or similar legislation regarding implied conditions and warranties: Under the provisions of the Fair Trading Act several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to me are – Rendered with due care and skill; and As fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and Reasonably fit for any particular purpose or might reasonably be expected to achieve any result I have made known to the supplier. Under the Fair Trading Act, the supplier is entitled to ask me to agree that these conditions do not apply to me. If I sign this form, I will be agreeing that my rights to sue the supplier under the Fair Trading Act if I am killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to my rights, as set out in this form, does not apply if my death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational services) Regulations 2004.

I am \_\_\_\_\_ of age, my date of birth is \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (if under 18 years signed consent of a parent/guardian is required)

I, \_\_\_\_\_, intend to assume personal responsibility for any risk and thereby by this instrument, do hereby exempt and release all the above listed entities and/or individuals from all liability and responsibility for personal injury, property damage or wrongful death however caused, including, but not limited to, product liability or any negligence act or omission of the released parties. I acknowledge that I have read the foregoing paragraphs and I fully understand the potential dangers incidental to this trip and activity(s), I am fully aware of the legal consequences of signing this instrument, and I understand and intend that this document become legally binding and preclude me from recovering monetary damages from the above listed entities and/or individuals whether specifically named or not for personal injury, property damage or wrongful death caused by negligence or product liability.

I understand the terms herein are contractual and not a mere recital and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand this document to be legally binding and agree to all the above conditions.

DATED: \_\_\_\_\_

PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

If under 18...

Parent/Guardian Name \_\_\_\_\_ SIGNATURE \_\_\_\_\_